

<i>SERFF Tracking Number:</i>	<i>NAVG-125480548</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Navigators Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CMP-F-108-AR</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>Commercial Multi-Peril Program</i>		
<i>Project Name/Number:</i>	<i>Commercial Multi-Peril Form Filing/CMP-F-108-AR</i>		

## Filing at a Glance

Company: Navigators Insurance Company		
Product Name: Commercial Multi-Peril Program SERFF Tr Num: NAVG-125480548 State: Arkansas		
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 05.0003 Commercial Package	Co Tr Num: CMP-F-108-AR	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montes, Llyweyia Rawlins, Brittany Yielding
	Author: Valerie Brink	Disposition Date: 02/25/2008
	Date Submitted: 02/13/2008	Disposition Status: Approved
Effective Date Requested (New): 03/13/2008		Effective Date (New): 03/13/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 02/25/2008
State Filing Description:		

## General Information

Project Name: Commercial Multi-Peril Form Filing	Status of Filing in Domicile: Pending
Project Number: CMP-F-108-AR	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/25/2008	
State Status Changed: 02/25/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Navigators is submitting seven new forms to be used with our approved Commercial Package program. The related addendum page for the approved supplementary rates/rules has been submitted via SERFF Tracking Number NAVG-125480549.

SERFF Tracking Number: NAVG-125480548 State: Arkansas  
Filing Company: Navigators Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CMP-F-108-AR  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Commercial Multi-Peril Program  
Project Name/Number: Commercial Multi-Peril Form Filing/CMP-F-108-AR

## Company and Contact

### Filing Contact Information

Valerie Brink, Compliance Analyst vbrink@navg.com  
1375 E. WOODFIELD RD (847) 285-9044 [Phone]  
SCHAUMBURG, IL 60173 (847) 230-1934[FAX]

### Filing Company Information

Navigators Insurance Company CoCode: 42307 State of Domicile: New York  
1375 E. Woodfield Rd. Group Code: 510 Company Type: P&C  
Schaumburg, IL 60173 Group Name: Navigators Group, State ID Number:  
Inc.  
(847) 285-9006 ext. [Phone] FEIN Number: 13-3138390  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Navigators Insurance Company	\$50.00	02/13/2008	17962878

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/25/2008	02/25/2008

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	<i>Liability</i>		
<i>Product Name:</i>	<i>Commercial Multi-Peril Program</i>		
<i>Project Name/Number:</i>	<i>Commercial Multi-Peril Form Filing/CMP-F-108-AR</i>		

## Disposition

Disposition Date: 02/25/2008

Effective Date (New): 03/13/2008

Effective Date (Renewal): 02/25/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125480548 State: Arkansas  
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 Company Tracking Number: CMP-F-108-AR  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Commercial Multi-Peril Program  
 Project Name/Number: Commercial Multi-Peril Form Filing/CMP-F-108-AR

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required In Construction Agreement With You	Approved	Yes
Form	Additional Insured – Owners, Lessees or Contractors – Completed Operations - Automatic Status When Required In Construction Agreement With You	Approved	Yes
Form	Difference in Conditions	Approved	Yes
Form	Logging and Lumbering Operations Endorsement	Approved	Yes
Form	Logging Industry Endorsement	Approved	Yes
Form	Logging Industry Endorsement	Approved	Yes
Form	Septic Systems Pollution Endorsement	Approved	Yes
Form	Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required in Construction Agreement With You	Approved	Yes

SERFF Tracking Number: NAVG-125480548 State: Arkansas

Filing Company: Navigators Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: CMP-F-108-AR

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Commercial Multi-Peril Program

Project Name/Number: Commercial Multi-Peril Form Filing/CMP-F-108-AR

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Additional Insured – Owners, Lessees NAV or Contractors – Automatic Status When Required In Construction Agreement With You	CG 20 10 10 01-	11 07	Endorsement/Amendment/Conditions	New	0.00	CG2010 10 01-NAV (11 07) - Additional Insured - Owners, Less.pdf
Approved	Additional Insured – Owners, Lessees NAV or Contractors – Completed Operations - Automatic Status When Required In Construction Agreement With You	CG 20 37 10 01-	11 07	Endorsement/Amendment/Conditions	New	0.00	CG2037 10 01- NAV (11 07) - Additional Insured - Owners, Les.pdf
Approved	Difference in Conditions	NAV-CRM-002	1 08	Endorsement/Amendment/Conditions	New	0.00	Crime DIC Endo Noodle NAV-CRM-002.pdf
Approved	Logging and Lumbering Operations Endorsement	NAV-LUM-002	1 08	Endorsement/Amendment/Conditions	New	0.00	NAV LUM 002 Logging and Lumbering Deductible Endorsement.pdf
Approved	Logging Industry	NAV-	1 08	Endorsement/Amendment/Conditions	New	0.00	NAV LUM

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Liability  
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Endorsement	LUM-003	nt/Amendm ent/Condi tions			003 Logging and Lumbering GL Endorsemen t.pdf
Approved	Logging Industry Endorsement	NAV- 1 08 LUM-004	Endorseme New nt/Amendm ent/Condi tions	0.00	NAV LUM 004 Logging and Lumbering AL Endorsemen t.pdf
Approved	Septic Systems Pollution Endorsement	NCL 710 12 07	Endorseme New nt/Amendm ent/Condi tions	0.00	Septic Tank Pollution - NCL 710 12 07.pdf
Approved	Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required in Construction Agreement With You	ANF 160 05 05	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #: CMP-F-AR-1205	ANF 160 05 05 - Additional Insured - Owners, Lessees or Cont.pdf





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization (excluding architects, engineers and surveyors engaged by you) whom you have agreed in a written contract to name as an additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** As respects the additional insureds covered by this endorsement, **Section IV – Commercial General Liability Conditions, Paragraph 4 – Other Insurance, Part a.** is amended to read: "With respect to a policy of insurance issued to the additional insured hereunder as a *named insured*, this insurance is primary and non-contributory. With respect to other policies of insurance under which the additional insured hereunder qualifies as an additional insured, this insurance is excess.

**D.** As respects the additional insureds covered by this endorsement, we waive any right of recovery we may have because of payments we make for injury or damage under this coverage part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS -  
AUTOMATIC STATUS WHEN REQUIRED IN  
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following: automatic status when required in construction agreement with you

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Person or Organization:</b>  Any person or organization (excluding architects, engineers and surveyors engaged by you) whom you have agreed in a written contract to name as an additional insured.
<b>Location And Description of Completed Operations:</b>  Any location designated in an above referenced contract.
<b>Additional Premium:</b>  Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

**B.** As respects the additional insureds covered by this endorsement, **Section IV – Commercial General Liability Conditions, Paragraph 4 – Other Insurance, Part a.** is amended to read: "With respect to a policy of insurance issued to the additional insured hereunder as a *named insured*, this insurance is primary and non-contributory. With respect to other policies of insurance under which the additional insured hereunder qualifies as an additional insured, this insurance is excess.

**C.** As respects the additional insureds covered by this endorsement, we waive any right of recovery we may have because of payments we make for injury or damage under this coverage part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DIFFERENCE IN CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY  
GOVERNMENT CRIME COVERAGE FORM  
GOVERNMENT CRIME POLICY

applies to the Insuring Agreement(s) designated below:

	<b>Insuring Agreement</b>
<input type="checkbox"/>	Employee Theft Insuring Agreement
<input type="checkbox"/>	Computer Fraud Insuring Agreement (not applicable to the Employee Theft And Forgery Policy)

In consideration of the premium charged, it is agreed that this Policy (together with all endorsements attached hereto, the "Replacement Policy") has been issued in replacement of a \_\_\_\_\_ issued to <INSURED> by <CARRIERNAME> (such policy together with all endorsements attached thereto, the "Expiring Policy"). With respect to any Claim first made during the Policy Period of the Replacement Policy, the terms and conditions of either the Replacement Policy (in its entirety) or the Expiring Policy (in its entirety) that are more favorable to the Insured shall govern; provided that in all events, the deductible amount(s) and limit(s) of liability of the Replacement Policy will apply to all such Claims.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

## LOGGING AND LUMBERING OPERATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement

#### I. DEDUCTIBLE LIABILITY

As respects coverage under this endorsement only, the following deductible is

added A A \$5,000 "property damage" deductible applies to each

"occurrence"

B Our obligation under "property damage" liability to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in I A above as applicable to such coverage

C The deductible applies to all damages because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence "

D The terms of this insurance, including those with respect to

1 Our right and duty to defend you against any "suits" seeking those damages, and

2 Your duties in the event of an "occurrence", "claim", or "suit,"

apply regardless of the application of the deductible amount

E We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

#### II. CHANGES IN DEFINITIONS

**SECTION V - DEFINITIONS**, is amended as follows

A The following definition is added

"Logging and lumbering operations" means all operations associated with the felling of timber and production of lumber, including road building, the operation of saw or planing mills, and operations incidental to them, and the ownership, maintenance or use of "mobile equipment" in connection with such operations, if such operations are conducted by or for the named insured

B The following is added to definition 17, "Property Damage"

Subject to the deductible and all other provisions, "property damage" also includes the following

- 1 **Fire suppression expenses** incurred by others for which the named insured is legally liable to pay solely because such expenses were incurred directly from fire resulting from and immediately attributable to an "occurrence" arising out of "logging or lumbering operations" performed by the named insured, and
- 2 Physical injury or damage to timberland and standing, felled or bucked timber at premises rented or controlled by the named insured, if such timberland or timber is not owned by any insured except while such timber is being transported, and
- 3 Physical injury or damage to automobiles and railroad cars not owned by the named insured which occurs while such vehicles are being loaded or unloaded by or on behalf of the named insured and arises out of such "loading or unloading", and
- 4 Timber trespass, which means unexpected or unintended physical injury or damage to timberland or standing timber which is not owned by or in the care, custody or control of the named insured and which arises out of the "logging and lumbering operations" of the named insured

### III. CHANGES TO COVERAGE

The following is added to **SECTION I - COVERAGES A AND B**

Subject to the deductible and all other provisions of this coverage, we will pay fire suppression expenses incurred by others for which you are held legally obligated to pay solely because such expenses were incurred directly from fire resulting from and immediately attributable to an "occurrence" arising out of "logging or lumbering operations" performed by the named insured

### IV. CHANGES TO EXCLUSIONS

The following exclusions are added to SECTION I - COVERAGE A, Item 2, EXCLUSIONS

A Under items II. B 1 and 2 above, we will not pay to damage from fire or fire suppression if the fire arose out of the following operations conducted by or at your direction

- 1 The burning of slash at times or under conditions prohibited or not approved by proper state or federal authorities, or
- 2 The felling or bucking of timber, the operation of logging equipment (including railroad equipment), or the "loading or unloading" of logs during a time when such operations have been suspended under the direction of the proper state or federal authorities

B This insurance does not apply to that portion of any damages for "property damage" otherwise payable by us, in settlement or otherwise, representing funds or property that have accrued or will accrue, directly or indirectly, to your benefit as a result of the "occurrence" for which the claim is made

### V. CHANGES TO CONDITIONS

The following condition is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

You agree to reimburse us for any payment made by us which you would not have been obligated to make under the terms of this policy had you paid the person or entity making claim for "property damage" the funds or value of property that accrued, or will accrue, to your benefit as a result of the "occurrence" for which claim is made

All other terms and conditions remain the same

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

## LOGGING INDUSTRY ENDORSEMENT

This endorsement modifies insurance provided under the following

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

#### SCHEDULE

Blanket Additional Insureds	As required by written contract
Notice of Occurrence	Included
Broad Named Insured	included

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The following are added

#### I. BLANKET ADDITIONAL INSURED

SECTION II - WHO IS AN INSURED is amended to include any person(s) or organization(s) for whom you have agreed in a written contract to provide insurance, but only for damages

A Which are covered by this insurance, and

B For which you have agreed in writing to provide such contract

The limits afforded to such person(s) or organization(s) will be

A The minimum limits of insurance which you agree to provide in your contract with them, or

B The limits of this policy,

whichever is less

#### II. NOTICE OF AN OCCURRENCE, OFFENSE, CLAIM, OR SUIT

Paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to add the following

Knowledge of an "occurrence, offense, claim or "suit" by an agent, servant or "employee" of the insured will not in itself constitute your knowledge of such "occurrence", offense, claim or "suit" unless your executive officer, partner, proprietor or risk manager has received such notice from that agent, servant or "employee"

### **III. BROAD NAMED INSURED**

SECTION II - WHO IS AN INSURED is amended to add the following to Paragraph 2.

All legally incorporated entities of which you own more than a 50% interest during the policy period  
Coverage is excess over any other applicable insurance

This insurance shall not apply to any entity that is already an insured under any other insurance provided  
by any company or that would be an insured but for the exhaustion of its limits of insurance

All other terms and conditions remain the same

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT  
CAREFULLY

## LOGGING INDUSTRY ENDORSEMENT

This endorsement modifies insurance provided under the following

### BUSINESS AUTOMOBILE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

The following are added

#### I. BLANKET ADDITIONAL INSURED - LESSORS

- A. Any "leased auto" covered by this policy will be considered a covered "auto" you own and not a covered "auto" you hire or borrow
- B. For a "leased auto" covered by this policy, WHO IS AN INSURED is changed to include as an "insured" any person or organization for which the named insured is required by contract to provide insurance. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by
  - 1. You,
  - 2. Any of your "employees" or agents, or
  - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above
  - 4. The coverages provided under this endorsement apply to any "leased auto" covered by this policy until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first
- C. We may cancel the policy as allowed by the **CANCELLATION** Common Policy Condition. Cancellation ends this agreement as to the lessor's interest. If we cancel the policy we will mail you and the lessor the same advance notice
- D. If we make any payments to the lessor, we will obtain his or her rights against any other party

As used in this endorsement

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor



## **II. LOSS PAYABLE CLAUSE**

- A. Any "leased auto" covered by this policy will be considered a covered "auto" you own and not a covered "auto" you hire or borrow
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition  
Cancellation ends this agreement as to the loss payee's interest If we cancel the policy we will mail you and the loss payee the same advance notice
- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party

## **III NOTICE OF AN ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A 2, Duties in the Event of Accident, Claim, Suit or Loss of SECTION V - BUSINESS AUTO CONDITIONS, is amended to add the following

Knowledge of an "accident", claim, "suit", or "loss" by an agent, servant or "employee" of the "insured" will not in itself constitute your knowledge of such "accident", claim, "suit", or "loss" unless your executive officer, partner, proprietor or risk manager has received such notice from that agent, servant or "employee"

## **IV BROAD NAMED INSURED**

**SECTION II - LIABILITY COVERAGE**, Paragraph A 1 , Who Is an Insured, is amended to add the following paragraph

All legally incorporated entities of which you own more than a 50% interest during the policy period are also "insureds" Coverage is excess over any other applicable insurance

This insurance shall not apply to any entity that is already an "insured" under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance

## **V. PHYSICAL DAMAGE COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

### **A. COVERAGE**

The following is added:

#### **5. Hired Auto Physical Damage**

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of you physical damage coverages
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$35,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto."

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

## **6. Rental Reimbursement Coverage**

We will pay up to \$50 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment for the covered "auto."

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. **Coverage Extension.**

## **7. Customized Furnishings Coverage**

We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

- a. Special carpeting and insulation;
- b. Height-extending roofs;
- c. Custom murals, paintings, or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

- a. Actual cash value of the stolen or damaged property as of the time of the loss; or
- b. The amount necessary to repair or replace the property; or
- c. \$500

This coverage does not apply to electronic equipment.

## **8. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you own on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

## **B. Exclusions**

The following is added to **Paragraph 3**:

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

**Paragraph 4** is replaced with the following:

4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, disks or other small audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Equipment designed or used for the detection or location of radar.
  - c. Any electronic equipment that receives or transmits audio, visual or data signals.

**Exclusion 4. c** does not apply to:

- 1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- 2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

## **D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Items 2.a. and b. are replaced with:

#### 2. Duties in The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when, and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

All other terms and conditions remain the same

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

## **SEPTIC SYSTEMS POLLUTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion f. Pollution, under paragraph 2. Exclusions of SECTION I -COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted and replaced by the following:

This insurance does not apply to:

- f. Pollution
  - (1) "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants;"
  - (2) Any loss, cost, or expense arising out of any:
    - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants;" or
    - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

This exclusion does not apply to "bodily injury" or "property damage:"

- a. sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment that is used to heat water for personal use by the building's occupants or their guests;
- b. arising out of heat, smoke, or fumes from a "hostile fire;" or
- c. included within the "products-completed operations hazard" but only for the installation, maintenance, service, repair, cleaning or removal of septic or cesspool systems at a customer's premises.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of "your work" for the additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - b. Supervisory, inspection, architectural or engineering activities.
  2. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any project including in a rating or coverage wrap up program, or Owner Controlled Insurance Program
3. Any claim arising out of the sole negligence of any additional insured or any of their agents/employees.
- C.** If required by written contract or agreement:
1. Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it. With respect to other policies of insurance under which the above additional insured qualifies as an additional insured this insurance is excess.
  2. We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under a contract with that person or organization.
- D.** Coverage afforded to these additional insureds must be **approved by the Company in writing within 30 days** of the inception of the contract or agreement, or the inception of this policy, whichever is later.

# CLIENT FORMS FILE DATA SHEET

LOG # \_\_\_\_\_ CLIENT: \_\_\_\_\_ LOB: GL ANALYST: \_\_\_\_\_ DATE: \_\_\_\_\_

FORM # ANF 160 ED. DATE 05 05 IDX#: \_\_\_\_\_

FORM TITLE: Subsidence Exclusion

CLIENT SPECIFIC FORM ☒ BUREAU FORM ☐ NOT PRINTED ON INDEX ☐

NEW FORM ☒ REPLACES FORM #: \_\_\_\_\_ ED. DATE \_\_\_\_\_

CATEGORY: ☒ 1 POLICY LEVEL ☐ 5 NO-FAULT SORT CODE \_\_\_\_\_  
☐ 2 STATE AMENDATORY ☐ 6 OTHER  
☐ 3 CANCELLATION ☐ 7 ENCLOSURES  
☐ 4 UM/UIM ☐

## FILL OUT BELOW FOR STATE AND EFFECTIVE DATE

### A=ADDED STATE

STATE	EFF. DATE	A/D/E
AL	1/1/07	A
AK	1/1/07	A
AZ	1/1/07	A
AR	1/1/07	A
CA	1/1/07	A
CO	1/1/07	A
CT	1/1/07	A
DE	1/1/07	A
DC	1/1/07	A
FL	1/1/07	A
GA	1/1/07	A
HI	1/1/07	A
ID	1/1/07	A
IL	1/1/07	A
IN	1/1/07	A
IA	1/1/07	A
KS	1/1/07	A
KY	1/1/07	A

### D=DELETED STATE

STATE	EFF. DATE	A/D/E
LA	1/1/07	A
ME	1/1/07	A
MD	1/1/07	A
MA	1/1/07	A
MI	1/1/07	A
MN	1/1/07	A
MS	1/1/07	A
MO	1/1/07	A
MT	1/1/07	A
NE	1/1/07	A
NV	1/1/07	A
NH	1/1/07	A
NJ	1/1/07	A
NM	1/1/07	A
NY	1/1/07	A
NC	1/1/07	A
ND	1/1/07	A
OH	1/1/07	A

### E=EXCEPT STATE

STATE	EFF. DATE	A/D/E
OK	1/1/07	A
OR	1/1/07	A
PA	1/1/07	A
PR	1/1/07	A
RI	1/1/07	A
SC	1/1/07	A
SD	1/1/07	A
TN	1/1/07	A
TX	1/1/07	A
UT	1/1/07	A
VT	1/1/07	A
VI	1/1/07	A
VA	1/1/07	A
WA	1/1/07	A
WV	1/1/07	A
WI	1/1/07	A
WY	1/1/07	A

PRE-SELECTED YES ☐ NO ☒

COMPUTER PRODUCED ☐ FILL-IN ☒ NON FILL-IN ☐ MANUAL FILL-IN

MANUAL ATTACH ☐ FILL-IN ☐ NON FILL-IN

C/W INDICATOR (SPECIAL CONDITION) #: None

FORM CONDITIONS APPLICABLE: None

SPECIAL INSTRUCTIONS: \_\_\_\_\_

# FOR INSURITY USE ONLY

LOG # \_\_\_\_\_ CLIENT: \_\_\_\_\_ LOB: \_\_\_\_\_ ANALYST: \_\_\_\_\_ DATE: \_\_\_\_\_

## FORM TYPE:

- ☐ 0 = SPECIAL USE  
☐ 1 = DECLARATION  
☐ 2 = SCHEDULE  
☐ 3 = ENDORSEMENT  
☐ 4 = FREEFORM  
☐ 5 = JACKET  
☐ 6 = NOT PRINTED

## FORM CONDITIONS

- ☐ NO FORM CONDITIONS  
☐ COND 1  
☐ COND 1 AND COND 2  
☐ COND 1 OR COND 2  
☐ COND 1 AND COND 2 AND COND 3  
☐ COND 1 OR COND 2 OR COND 3  
☐ (COND 1 AND COND 2) OR COND 3  
☐ (COND 1 OR COND 2) AND COND 3

## FORMAT CODE:

- ☐ 1 = NON FILL-IN  
☐ 2 = FILL-IN NO POLICYWRITING  
☐ 3 = FILL-IN POLICYWRITING REQUIRED  
☐ 4 = MANUAL FILL-IN  
☐ 5 = FILL-IN POLICYWRITING OPTIONAL

## OTHER GENERATION:

- ☐ ISSUE ONLY  
☐ QUOTE ONLY (Use Copy Ident 18)  
☐ ISSUE AND QUOTE (Use Copy Ident 18)  
☐ DOS ONLY  
☐ WINDOWS ONLY  
☐ ALL SYSTEMS

## DOCUMERGE TYPE:

- ☐ 1 = COMMON/INSTREAM  
☐ 2 = COMMON FIELDS ONLY  
☐ 4 = COMPLEX

## COPY IDENTS

- ☐ COPY 1  
☐ COPY 2  
☐ COPY 3  
☐ COPY 4  
☐ COPY 5  
☐ COPY 6  
☐ COPY 7  
☐ COPY 8  
☐ COPY 9  
☐ COPY 10  
☐ ALL
- ☐ COPY 11  
☐ COPY 12  
☐ COPY 13  
☐ COPY 14  
☐ COPY 15  
☐ COPY 16  
☐ COPY 17  
☐ COPY 18 (Quote)  
☐ COPY 19  
☐ COPY 20  
☐ ALL

## POLICYWRITING PROGRAM

- ☐ CKISPWNT  
☐ CKISPWNI  
☐ CKISPWIS  
☐ CKALPW50  
☐ OTHER \_\_\_\_\_

## CONTINUATION IMAGE

- ☐ SAME  
☐ NEXT  
☐ REPEAT

## OUTPUT PROGRAM:

## FORM IMAGE:

## CONTINUATION FORM NUMBER

## ED. DATE

## OVERLAYS:

OVERLAY INDICATOR	TRANSACTION INDICATOR <input type="checkbox"/> ALL TRANSACTIONS <input type="checkbox"/> NO ENDORSEMENTS <input type="checkbox"/> ENDORSEMENTS ONLY	PAGE INDICATOR <input type="checkbox"/> ALL PAGES <input type="checkbox"/> FIRST PAGE <input type="checkbox"/> LAST PAGE
OVERLAY INDICATOR	TRANSACTION INDICATOR <input type="checkbox"/> ALL TRANSACTIONS <input type="checkbox"/> NO ENDORSEMENTS <input type="checkbox"/> ENDORSEMENTS ONLY	PAGE INDICATOR <input type="checkbox"/> ALL PAGES <input type="checkbox"/> FIRST PAGE <input type="checkbox"/> LAST PAGE
OVERLAY INDICATOR	TRANSACTION INDICATOR <input type="checkbox"/> ALL TRANSACTIONS <input type="checkbox"/> NO ENDORSEMENTS <input type="checkbox"/> ENDORSEMENTS ONLY	PAGE INDICATOR <input type="checkbox"/> ALL PAGES <input type="checkbox"/> FIRST PAGE <input type="checkbox"/> LAST PAGE
OVERLAY INDICATOR	TRANSACTION INDICATOR <input type="checkbox"/> ALL TRANSACTIONS <input type="checkbox"/> NO ENDORSEMENTS <input type="checkbox"/> ENDORSEMENTS ONLY	PAGE INDICATOR <input type="checkbox"/> ALL PAGES <input type="checkbox"/> FIRST PAGE <input type="checkbox"/> LAST PAGE
OVERLAY INDICATOR	TRANSACTION INDICATOR <input type="checkbox"/> ALL TRANSACTIONS <input type="checkbox"/> NO ENDORSEMENTS <input type="checkbox"/> ENDORSEMENTS ONLY	PAGE INDICATOR <input type="checkbox"/> ALL PAGES <input type="checkbox"/> FIRST PAGE <input type="checkbox"/> LAST PAGE

## SPECIAL INSTRUCTIONS:

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## MANUAL PREMIUM ENTRY GENERAL LIABILITY WORKSHEET

Select all choices by marking with an X.

### **COVERAGE NAME (40 POSITIONS) (required)**

Provide coverage name(s) to appear in the manual premium coverage menu.

**Blanket Additional Insured**

### **FORM CONDITIONS (optional)**

If there are forms that should be generated automatically with this coverage, complete a Client Forms File Datasheets. If these forms are to be computer produced, please attach copies.

**See attached**

### **PRO-RATA (required)**

Does Pro-Rata (term) factor apply to this coverage?      ☒ X Yes      ☐ No

### **POLICY TYPE (required)**

Select one option for type of policy for which this coverage will be available.

☐ Monoline Only      ☐ Package Only      ☒ X Both

### **LEVEL OF COVERAGE (required)**

Select the level of coverage.

☒ X Policy Level Coverage applies once per policy  
☐ Class Code Level Coverage applies once class code.

**CLASS CODE (4 POSITIONS) (optional) (required for WINS clients)**

Provide class code(s) for this coverage.

**49950**

**CLASS DESCRIPTION (40 POSITIONS) (required)**

Provide description(s) for each class code.

**Blanket Additional Insured**

**SUBLINE CODE (required)**

Do you want the subline prefilled? ☒ Yes ☐ No

If applicable, indicate the Subline Code prefill value for this coverage:

If not prefilled, the operator will be required to enter a value.

**334**

**FULL PREMIUM (required)**

Does a flat premium apply?

☐ Yes

☒ No

Do you want the premium prefilled?

☐ Yes

☒ No

Indicate amount to be prefilled \_\_\_\_\_

OR

Amount to be shown in Prompt for operator to enter \_\_\_\_\_

If not prefilled, operator will be required to calculate and enter a value.

0 (zero) is valid for coverages where the premium is "Included".

Negative premiums are valid for coverages representative of policy credits.

**SURCHARGE (required)**

Should the premium be considered in the calculation of the surcharge? ☒ Yes ☐ No

**EXPOSURE (optional)**

Is an exposure required for this coverage for coding purposes? ☐ Yes ☒ No

If yes, do you want the exposure prefilled? ☐ Yes ☐ No

If required and not prefilled, the operator will be required to enter the Exposure.

If applicable, indicate Exposure prefill value for this coverage:

**EXPOSURE INDICATOR(optional)**

Is exposure indicator required for this coverage for coding purposes? ☐ Yes ☒ No

Note: only required for Composite exposures.

If yes, do you want the exposure indicator prefilled? ☐ Yes ☐ No

If required and not prefilled, the operator will be required to enter the exposure indicator.

If applicable, indicate exposure indicator prefill value for this coverage:

Exposure Basis	Code
<input type="checkbox"/> Payroll per 1000	1
<input type="checkbox"/> Sales per 1000	2
<input type="checkbox"/> All Other	9

**OCCURRENCE LIMIT (optional)**

Is Limit required for this coverage for coding purposes? ☐ Yes ☒ No

If yes, do you want the Limit prefilled? ☐ Yes ☐ No

If required and not prefilled, the operator will be required to enter the Limit.

If applicable, indicate Limit prefill value for this coverage:

**AGGREGATE LIMIT (optional)**

Is Limit required for this coverage for coding purposes? ☐ Yes ☒ No

If yes, do you want the Limit prefilled? ☐ Yes ☐ No

If required and not prefilled, the operator will be required to enter the Limit.

If applicable, indicate Limit prefill value for this coverage:

**DEDUCTIBLE TYPE (optional)**

Is deductible type required for this coverage? ☐ Yes ☒ No

If yes, do you want the deductible type prefilled? ☐ Yes ☐ No

If applicable, indicate deductible type prefill value for this coverage:

☐ Combined BI & PD

☐ BI Only

☐ PD only

If required and not prefilled, the operator will be required to enter a value.

**DEDUCTIBLE AMOUNT (optional)**

Is deductible amount required for this coverage? ☐ Yes ☒ No

If yes, do you want the deductible amount prefilled? ☐ Yes ☐ No

If applicable, indicate deductible amount prefill value for this coverage:

If required and not prefilled, the operator will be required to enter a value.

**RATING ID (optional)**

Is rating ID required for this coverage? ☒ Yes ☐ No

If yes, do you want the rating ID prefilled? ☐ Yes ☐ No

If required and not prefilled, the operator will be required to enter a value.

If applicable, indicate rating ID prefill value for this coverage:

Rating ID Code

☒ Experience/Schedule rated 1

☐ All Other 9

**BI or CSL LIMIT CODE (optional)**

Is the BI/CSL limit code required for this coverage? ☐ Yes ☒ No

If yes, do you want the limit code prefilled? ☐ Yes ☐ No

If applicable, indicate deductible amount prefill value for this coverage:

If required and not prefilled, the operator will be required to enter a value.

**RDF/LCM (Rate Departure Factor/Loss Cost Multiplier) (optional)**

Does RDF/LCM apply to this coverage? ☐ Yes ☒ No

If yes, do you want the RDF/LCM prefilled? ☐ Yes ☒ No

If applicable, indicate the RDF/LCM value to be prefilled for this coverage:

Note: 1.00 is valid and is the default value.

If required and not prefilled, the operator will be required to enter a value.

**RMF (Rate Modification Factor) (optional)**

Does RMF apply to this coverage? ☐ Yes ☒ No

If yes, do you want the RMF prefilled? ☐ Yes ☐ No

If applicable, indicate the RMF value to be prefilled for this coverage:

Note: 1.00 is valid and is the default value.

If required and not prefilled, the operator will be required to enter a value.

**SCHEDULE MOD (optional)**

Does schedule mod apply to this coverage?      ☒X Yes      ☐No

Note: only applicable in Texas.

If yes, do you want the schedule mod prefilled?      ☒X Yes      ☐No

If applicable, indicate the schedule mod value to be prefilled for this coverage:

If required and not prefilled, the operator will be required to enter a value.

**MISCELLANEOUS FIELDS 1 - 6**

If Miscellaneous Fields apply to this coverage, please provide the following information for each miscellaneous field requested. (Forms attached.)

Field type (alpha, numeric, alpha/numeric, Y/N)

Field size (maximum of 10)

Required (mandatory, optional)

Prefill

Input prompt

**None**

**MISCELLANEOUS FIELD # 1 INFORMATION**

VARIABLE NAME:

INSURITY USE ONLY – LEAVE BLANK

VARIABLE DESCRIPTION: \_\_\_\_\_

TYPE OF FIELD:      \_\_\_\_ALPHA    \_\_\_\_NUMERIC    \_\_\_\_ALPHA/NUMERIC    \_\_\_\_Y/N

SIZE OF FIELD (Max. 10): \_\_\_\_\_

RESPONSE:            \_\_\_\_MANDATORY    \_\_\_\_OPTIONAL

PREFILL?            IF YES, INDICATE VALUE TO BE PREFILLED \_\_\_\_\_

\_\_\_\_\_

INPUT PROMPT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MISCELLANEOUS FIELD # 2 INFORMATION**

VARIABLE NAME:

INSURITY USE ONLY – LEAVE BLANK

VARIABLE DESCRIPTION: \_\_\_\_\_

TYPE OF FIELD:      \_\_\_\_ALPHA    \_\_\_\_NUMERIC    \_\_\_\_ALPHA/NUMERIC    \_\_\_\_Y/N

SIZE OF FIELD (Max. 10): \_\_\_\_\_

RESPONSE:            \_\_\_\_MANDATORY    \_\_\_\_OPTIONAL

PREFILL?            IF YES, INDICATE VALUE TO BE PREFILLED \_\_\_\_\_

\_\_\_\_\_

INPUT PROMPT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MISCELLANEOUS FIELD # 3 INFORMATION**

VARIABLE NAME:

INSURITY USE ONLY – LEAVE BLANK

VARIABLE DESCRIPTION:

TYPE OF FIELD:      ☐ ALPHA    ☐ NUMERIC    ☐ ALPHA/NUMERIC    ☐ Y/N

SIZE OF FIELD (Max. 10):

RESPONSE:            ☐ MANDATORY    ☐ OPTIONAL

PREFILL?            IF YES, INDICATE VALUE TO BE PREFILLED

INPUT PROMPT:

**MISCELLANEOUS FIELD # 4 INFORMATION**

VARIABLE NAME:

INSURITY USE ONLY – LEAVE BLANK

VARIABLE DESCRIPTION:

TYPE OF FIELD:      ☐ ALPHA    ☐ NUMERIC    ☐ ALPHA/NUMERIC    ☐ Y/N

SIZE OF FIELD (Max. 10):

RESPONSE:            ☐ MANDATORY    ☐ OPTIONAL

PREFILL?            IF YES, INDICATE VALUE TO BE PREFILLED

INPUT PROMPT:

**MISCELLANEOUS FIELD # 5 INFORMATION**

VARIABLE NAME:

INSURITY USE ONLY – LEAVE BLANK

VARIABLE DESCRIPTION:

TYPE OF FIELD:      \_\_\_ALPHA    \_\_\_NUMERIC    \_\_\_ALPHA/NUMERIC    \_\_\_Y/N

SIZE OF FIELD (Max. 10):      \_\_\_\_\_

RESPONSE:      \_\_\_MANDATORY    \_\_\_OPTIONAL

PREFILL?      IF YES, INDICATE VALUE TO BE PREFILLED \_\_\_\_\_

\_\_\_\_\_

INPUT PROMPT:      \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MISCELLANEOUS FIELD # 6 INFORMATION**

VARIABLE NAME:      INSURITY USE ONLY – LEAVE BLANK

VARIABLE DESCRIPTION:      \_\_\_\_\_

TYPE OF FIELD:      \_\_\_ALPHA    \_\_\_NUMERIC    \_\_\_ALPHA/NUMERIC    \_\_\_Y/N

SIZE OF FIELD (Max. 10):      \_\_\_\_\_

RESPONSE:      \_\_\_MANDATORY    \_\_\_OPTIONAL

PREFILL?      IF YES, INDICATE VALUE TO BE PREFILLED \_\_\_\_\_

\_\_\_\_\_

INPUT PROMPT:      \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





<i>SERFF Tracking Number:</i>	<i>NAVG-125480548</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Navigators Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CMP-F-108-AR</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Commercial Multi-Peril Program</i>		
<i>Project Name/Number:</i>	<i>Commercial Multi-Peril Form Filing/CMP-F-108-AR</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NAVG-125480548 State: Arkansas  
Filing Company: Navigators Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CMP-F-108-AR  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Commercial Multi-Peril Program  
Project Name/Number: Commercial Multi-Peril Form Filing/CMP-F-108-AR

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 02/25/2008

**Comments:**

**Attachment:**

P&C Transmittal - AR Forms.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 02/25/2008

**Comments:**

**Attachment:**

CMP Cover Letter Forms - AR.pdf

PC TD-1 pg 1 of 2  
F 777 (Ed. 3-07) Wolters Kluwer Financial Services | Uniform Forms™

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>CMP-F-108-AR</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Navigators is submitting seven new forms to be used with our approved Commercial Package program. The related addendum page for the approved supplementary rates/rules has been submitted via SERFF Tracking Number NAVG-125480549.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> EFT <b>Amount:</b> \$50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CMP-F-108-AR			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	CMP-R-108-AR			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required In Construction Agreement With You	CG 20 10 10 01-NAV (11 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Additional Insured – Owners, Lessees or Contractors – Completed Operations - Automatic Status When Required In Construction Agreement With You	CG 20 37 10 01-NAV (11 07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Difference in Conditions	NAV-CRM-002 (1/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Logging and Lumbering Operations Endorsement	NAV-LUM-002 (1/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Logging Industry Endorsement	NAV-LUM-003 (1/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Logging Industry Endorsement	NAV-LUM-004 (1/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Septic Systems Pollution Endorsement	NCL 710 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required in Construction Agreement With You	ANF 160 05 05	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



February 13, 2008

RE: Navigators Insurance Company  
NAIC #: 510-42307, FEIN: 13-3138390  
Commercial MultiPeril  
Form Filing – New Endorsements  
Our File #: CMP-F-108-AR

Dear Sir or Madam,

Navigators Insurance Company is submitting the attached new forms for our Commercial MultiPeril Program, which was filed and approved in Arkansas effective February 6, 2006 under our filing number CMP-F-AR-1205.

The forms portion of the filing consists of the following new forms:

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person or Organization (CG 20 10 10 01-NAV (11 07)) and Additional Insured – Owners, Lessees or Contractors – Completed Operations (CG 20 37 10 01-NAV(11 07)):

These two GL endorsements are optional and will both be replacing our currently approved ANF 160 05 05, Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required in Construction Agreement With You. The 7.5% premium charge that is currently approved for our ANF 160 05 05, will apply to CG 20 10 10 01-NAV (11 07) and the CG 20 37 10 01-NAV (11 07) endorsement, which will always be issued together.

Difference in Conditions (NAV-CRM-002 (1/08)):

This Crime endorsement is an optional endorsement. This endorsement allows the terms and conditions of either the replacement policy or the expiring policy that are more favorable to the Insured to govern. There is no premium charge associated with this endorsement.

Logging and Lumbering Operations Endorsement (NAV-LUM-002 (1/08)):

This endorsement adds a deductible to the GL coverage but expands the definition of property damage to include fire suppression expenses, physical damage or injury to timberland and timber trespass, all exposures specific to lumber and logging operations and all necessary protections to address the exposure concerns of this industry group. In addition, the definition of property damage is further expanded to include damage to vehicles and railcars while loading and unloading. This is also a unique exposure for the logging and lumber industry due to the size and nature of the cargo (logs and lumber, ie., very heavy and cumbersome to move). There is no premium impact associated with this mandatory endorsement.

Logging Industry Endorsement (NAV-LUM-003 (1/08)):

This endorsement adds blanket additional insured as required by written contract and expands the provisions for notice of and occurrence so that a delay in notifying us of a claim does not jeopardize coverage. It also broadens the named insured to automatically include any entity who owns more than 50% of the named insured (on an excess basis). This endorsement applies to the GL. There is no premium impact associated with this mandatory endorsement.

Navigators Insurance Company  
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Schaumburg, IL 60173  
Phone: 847/230-1930 Fax: 847/230-1934

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Logging Industry Endorsement (NAV-LUM-004 (1/08)):

This endorsement extends the same coverages as NAV-LUM-003 (1/08) but for the auto policy and includes loss payee as required by written contract. There is no premium impact associated with this endorsement and it will be attached to all policies where the optional auto coverage is written.

Septic Systems Pollution Endorsement (NCL 710 12 07):

This GL endorsement is an optional endorsement. There is no premium charge associated with this endorsement.

The related rule filing has been submitted to your department on February 13, 2008 via SERFF Tracking Number NAVG-125480549.

Please make the effective date of this filing the March 14, 2008 or the date of your approval if sooner. Should you have any questions or concerns, please feel free to contact me at 847/285-9044 or at [vbrink@navg.com](mailto:vbrink@navg.com).

Cordially,

*Valerie Brink*

Valerie Brink  
Compliance Analyst  
Navigators Insurance Company